

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

----- X

GLOBAL AID DISTRIBUTION, LLC, :

Plaintiff, : Civil Action No. 20-cv-2897 (KAM)

-against- :

EZ LOGISTICS LTD, : **ANSWER**

Defendant. :

----- X

Defendant EZ Logistics Ltd (“EZ”), by its undersigned counsel, as and for its Answer to the Complaint in this action filed by Plaintiff Global Aid Distribution, LLC (“Plaintiff”), allege as follows:

1. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 1 of the Complaint, except admits that Plaintiff purports to bring an action for breach of contract and breach of warranty.

2. Denies the allegations contained in paragraph 2 of the Complaint.

3. Admits the allegations contained in paragraph 3 of the Complaint.

4. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 4 of the Complaint.

5. In response to paragraph 5 of the Complaint, admits that the Court has personal jurisdiction over EZ.

6. Denies the allegations contained in paragraph 6 of the Complaint insofar as they are based on the CPLR rather than the federal venue statute, but admits that venue is proper in this District.

7. Denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in paragraph 7 of the Complaint.

8. Denies the allegations contained in paragraph 8 of the Complaint, except admits that EZ is a logistics company.

9. EZ repeats and realleges its responses to paragraphs 1-8 of the Complaint with the same force and effect as if set forth fully herein.

10. Admits the allegations contained in paragraph 10 of the Complaint.

11. Denies the allegations contained in paragraph 11 of the Complaint, except admits that Plaintiff satisfied its payment obligation by paying the full purchase price of \$130,000.

12. Denies the allegations contained in paragraph 12 of the Complaint.

13. Denies the allegations contained in paragraph 13 of the Complaint.

14. Denies the allegations contained in paragraph 14 of the Complaint.

15. Denies the allegations contained in paragraph 15 of the Complaint.

16. Admits the allegations contained in paragraph 16 of the Complaint.

17. Admits the allegations contained in paragraph 17 of the Complaint, but further alleges that EZ offered to supply full replacement masks at no cost to Plaintiff and Plaintiff improperly refused to provide EZ with an opportunity to substitute such replacement masks.

18. Denies the allegations contained in paragraph 18 of the Complaint.

19. EZ repeats and realleges its responses to paragraphs 1-18 of the Complaint with the same force and effect as if set forth fully herein.

20. Admits the allegations contained in paragraph 20 of the Complaint.

21. Admits the allegations contained in paragraph 21 of the Complaint.

22. Denies the allegations contained in paragraph 22 of the Complaint.

23. Admits the allegations contained in paragraph 23 of the Complaint except denies that any sum was due to Plaintiff and further alleges that EZ offered to supply full replacement masks at no cost to Plaintiff and Plaintiff improperly refused to provide EZ with an opportunity to substitute such replacement masks.

24. Denies the allegations contained in paragraph 24 of the Complaint.

25. EZ repeats and realleges its responses to paragraphs 1-24 of the Complaint with the same force and effect as if set forth fully herein.

26. Denies the allegations contained in paragraph 26 of the Complaint.

27. Denies the allegations contained in paragraph 27 of the Complaint.

28. Denies the allegations contained in paragraph 28 of the Complaint.

29. Denies the allegations contained in paragraph 29 of the Complaint.

AFFIRMATIVE AND OTHER DEFENSES

FIRST DEFENSE

30. The Complaint fails to state a claim upon which relief may be granted.

SECOND DEFENSE

31. Plaintiff failed to reject the goods within a reasonable time after their delivery or tender.

THIRD DEFENSE

32. EZ was entitled to cure any alleged breach by substituting a conforming tender of acceptable replacement masks, and Plaintiff improperly refused to provide EZ with a reasonable opportunity to effect such a cure after EZ seasonably notified Plaintiff of its intention to deliver replacement masks.

FOURTH DEFENSE

33. Plaintiff failed to take reasonable steps to mitigate any damages purportedly suffered from any alleged breach of contract.

WHEREFORE, EZ demand judgment as follows:

- A. Dismissing the Complaint in its entirety with prejudice;
- B. Awarding EZ its reasonable attorneys' fees and costs in connection with the defense of this action; and
- C. Granting such other and further relief as the Court may deem just and proper.

Dated: New York, New York
August 27, 2020

Respectfully submitted,

COWAN, LIEBOWITZ & LATMAN, P.C.
Attorneys for Defendants

By: /s/Richard S. Mandel
Richard S. Mandel

114 W 47th Street
New York, NY 10036
(212) 790-9200